REMARKS

I. Summary of the Final Office Action

In the Final Office Action mailed August 14, 2008, (1) claims 1-12 remain rejected under 35 U.S.C. 102(e) as being anticipated by US Pub 2003/0126069 to Cha ("Cha"); and (2) claims 13 and 14 remain rejected under 35 U.S.C. 103(a) as being unpatentable over Cha in view of official notice.

II. Status of the Claims

Claims 1-34 are currently pending in this Application, with claims 15-34 being withdrawn.

III. Claim Rejection under 35 U.S.C. § 102(e)

Claims 1-12 are rejected under 35 U.S.C. § 102(e) as being allegedly anticipated by Cha. As discussed in MPEP § 2131, to anticipate a claim, the reference must teach every element of the claim and that the "identical invention must be shown in as complete detail as contained in the … claim." Applicant respectfully submits that Cha does not teach or suggest the entirety of the limitations recited in the pending claims for at least the reasons discussed below.

Cha is generally related to an automatic ordering method. As discussed in paragraph 62, a stock holder establishes an automatic trade condition. A user interface as shown in Figure 4 may be used to establish the automatic trade condition.

As discussed in paragraph 65, the automatic trade condition of Cha is based on a presumption that an initial trade will be contracted. Figure 4 of Cha shows an "initial trade condition" and the "automatic trade condition." As discussed in paragraphs 66 and 67, a first automatic trade condition and a second automatic trade condition are established as part of the "automatic trade condition."

According to paragraph 69, the selling order of the first automatic trade condition is generated right after the initial trade is contracted. Then, according to paragraph 71, Cha discusses that as soon as the first trade is concluded, a second trade order is actually created. Also per paragraph 71, when the established automatic trade conditions are all concluded, the

automatic trade is stopped. Applicant submits that the automatic trade condition discussed in Cha executes each condition (e.g., the first and second conditions) in order, such that the first condition is only executed when the initial trade is concluded and the second condition is only executed when the first condition is concluded. The embodiment discussed with respect to Figure 5 of Cha is no different in that each condition is executed in a specific order and upon conclusion of a previous condition. Contrary to the Office Action, the execution of the automatic trade condition of Cha does not select a trading rule from a plurality of trading rules to be executed.

Independent claim 1 includes: "selecting at least one of the plurality of trading rules corresponding to the first trading strategy …" and "executing the at least one selected trading rule." Therefore, Applicant respectfully submits that independent claim 1 should be allowable over the cited art of record for at least the reasons discussed above.

Additionally, not only is the decision to execute a condition of Cha preprogrammed according to the ordering of the conditions (and therefore, there is no selection from a plurality of trading rules in Cha), but the decision to select and execute the first condition (or even the other conditions) does not result from comparing a market price and a user set price – as the Office Action alleges.[1] Instead, the first condition is executed because of the preprogrammed ordering of conditions. For example, as discussed in paragraph 69 of Cha, the order of the predetermined first condition is generated by computer … right after the initial trade is contracted. Also, according to paragraph 71, Cha discusses that as soon as the first trade is concluded, a second trade order is actually created (i.e., the second condition is put into execution and an order is placed before the order actually gets matched). Thus, the decision to select and execute a condition in Cha is made based on the preprogrammed ordering of the conditions. As such, a comparison of an order price to a market price per the allegation in the Office Action does not result in a selection of a condition to be executed from a plurality of conditions. Indeed, the condition has already been selected and executed as evidenced by the fact the order is pending at the exchange. Furthermore, it would be the exchange that makes such a price comparison to determine a match, and not the automatic trade condition of Cha.

[1] Applicant submits that a "price the user sets" for an order is not an estimated event value of a market price and would not be interpreted by one of ordinary skill as such. However, giving the benefit of the doubt to the Office, Applicant challenges the Office's contention based even on the assumption that the price set by the user is an estimated event value of a market price.

Independent claim 1 includes: "selecting at least one of the plurality of trading rules … based on a comparison of the at least one actual event value compared to the at least one estimated event value" and "executing the at least one selected trading rule." Therefore, Applicant respectfully submits that independent claim 1 should be allowable over the cited art of record for at least this additional reason.

With respect to claims 2-12, these claims depend from independent claim 1. The Applicant respectfully submits that at least because claim 1 should be allowed for the reasons discussed above, claims 2-12 should also be allowed.

IV. Claim Rejection under 35 U.S.C. § 103

Applicant now turns to the rejections of claims 13-14 under 35 U.S.C. 103(a) as being unpatentable over Cha in view of Official Notice.

Claims 13-14 depend from claim 1, and as discussed above, Cha fails to teach or suggest all of the features of claim 1. The Applicant respectfully submits that at least because claim 1 should be allowed for the reasons discussed above, claims 13-14 should also be allowed.

Additionally, Applicant respectfully submits that Examiner's searched and cited references found during the Examiner's thorough and detailed search of the prior art are indicative of the knowledge commonly held in the art. However, in the Examiner's thorough and detailed search of the relevant prior art, none of the prior art taught or suggested the subject matter of the Examiner's assertions of Official Notice. That is, the Examiner's thorough and detailed search of the prior art has failed to yield any mention of the teachings that the Examiner is asserting as widely known in the art. Applicant respectfully submits that if the subject matter of the Examiner's assertions of Official Notice had been of "notorious character" and "capable of instant and unquestionable demonstration as being well-known" under MPEP § 2144.03(A), then the subject matter would have appeared to the Examiner during the Examiner's thorough and detailed search of the prior art.

If the Examiner had found any teaching of relevant subject matter, the Examiner would have been obligated to list the references teaching the relevant subject matter and make a rejection. Consequently, Applicant respectfully submits that the prior art does not teach the subject matter of the Examiner's assertions of Official Notice and respectfully traverses the Examiner's assertions and/or use of Official Notice. To the extent that the rejection of these

claims is not withdrawn, Applicant hereby request the Examiner to supply an affidavit supporting such facts and/or Official Notice, as required by the MPEP at 2144.03 to afford Applicant an opportunity to challenge the correctness of the assertion.

V. Conclusion

Applicant respectfully submits that the rejections are obviated and that the pending claims are in a condition for allowance. Favorable reconsideration is respectfully requested, and at a minimum, Applicant requests the withdrawal of the final rejections. The Examiner is invited contact Trading Technologies in-house Patent Counsel Mark Triplett at 312-476-1151 if it would expedite prosecution.

Respectfully submitted,

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